

**INTERAGENCY AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF PUBLIC HEALTH
AND
THE HEALTH FACILITIES AND SERVICES REVIEW BOARD
REGARDING
PROVISION OF OPERATIONAL SUPPORT**

WHEREAS, both the Health Facilities and Services Review Board (Board) and the Illinois Department of Public Health (Department) have duties and responsibilities under the Illinois Health Facilities Planning Act (20 ILCS 3960/1 *et seq.*) (Act); and

WHEREAS, the Act provides that the Department shall provide operational support to the Board, including the provision of office space, supplies, and clerical, financial, and accounting services (20 ILCS 3960/4);

WHEREAS, the Department recognizes its statutory responsibility to provide operational support to the Board;

WHEREAS, the Department, through an appropriation to the Department, has authority to expend funds from the Health Facilities Planning Fund for expenses of administering its responsibilities described in the Act, including all direct, indirect and overhead costs related to the provision of services to the Board; and

WHEREAS, the Board and the Department each desire to formalize their understanding of the provision of operational support to be provided by the Department to the Board, including, but not limited to, the clarification of processes and procedures involved in provision of operational support as well as the processing and payment of Board expenses and costs by the Department from the Illinois Health Facilities Planning Fund.

NOW, THEREFORE, pursuant to the authority provided under Illinois law, including, but not limited to the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), the parties agree as follows:

I. Responsibilities of the Parties:

A. Department Responsibilities:

1. The Department will provide the following operational support to the Board: office support, facilities, legal services, information technology, procurement,

accounting and fiscal services, human resource services and other administrative support, as necessary.

2. The Department will not provide legal services to the Board after March 15, 2010. After March 15, 2010, the Department will continue to allow the Board to utilize the Department's legal database, services related to freedom of information processing, public information, and governmental/legislative affairs, as necessary, until December 31, 2010. The Board shall be responsible for all costs associated with the provision of legal, public information, governmental/legislative and freedom of information request processing services. The Department shall bill the Board for all of the services described in this section. After December 31, 2010, the Board will assume full and complete responsibility for providing all services it needs related to freedom of information processing, public information, governmental/legislative affairs and legal database management. After December 31, 2010, the Board shall not maintain its legal files within the Department's legal database or within the Division of Legal Services for the Department.
3. The Department, through the Department's Office of Policy, Planning and Statistics, will provide administrative support services to the Board. The number of staff designated or assigned to provide administrative support services to the Board will be determined by the Department in consultation with the Board.
4. The administrative support provided by the Department to the Board shall be purely ministerial in nature, and all substantive decision-making authority over the administrative functions and services provided by any Department employee shall be retained by the Department. The Department retains responsibility for the day-to-day management, supervision, and discipline of any designated or assigned employees, but the Board will be notified prior to any Department staff who provides full-time administrative operational support to the Board being suspended, discharged, or assigned to function outside Board allocated support activities for a period of time beyond one (1) month subject to Illinois law and administrative regulations specifically Section 7 of the Personnel Records Review Act (820 ILCS 40/7) which requires notice to the employee. All designated or assigned employees working with the Board shall report directly to their Department supervisor.
5. Any Department employee providing services to the Board shall remain a Department employee and will remain and continue to be reported on the Department's headcount for budget reporting purposes.

6. All personnel documents related to Department employees shall remain the property of the Department, regardless of where those documents are located, or which party to this Agreement created the records or maintains them.
7. The Department agrees that all documents created on behalf of the Board by Department employees as well as all Board records such as application files and Board correspondence are the property of the Board regardless of where those documents are located, or which party maintains the documents.
8. The Department will provide office space to the Board that adheres to the Department of Central Management Services (CMS) space recommendations based upon staff size and position title, as the Department deems appropriate, in consultation with the Board. All decisions regarding the operation and management of any office space provided remain the responsibility and under the authority of the Department.
9. The Department will provide office space, office supplies and office equipment, including but not limited to desks, file cabinets, chairs and IT equipment, to Department employees it designates or assigns to work with the Board.
10. The Department will provide payroll services to the Board, and will take the necessary administrative steps for the payment of the Board's employees.
11. The Department will provide a monthly detail statement to the Board describing the Board's costs, revenues to the Health Facilities Planning Fund and the funds' balance.
12. The Department will provide a monthly detail accounting statement to the Board regarding the costs of operational support provided by the Department to the Board.
13. Upon termination of this Agreement, the Department shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Agreement and any non-cancelable obligations incurred by the Department up to and including the date of terminations. A non-cancelable obligation is an obligation incurred by the Department on the Board's behalf which cannot be reimbursed, refunded or cancelled in accordance with the vendor agreement or terms.

B. Board Responsibilities:

1. All Board expenses and costs will be processed for payment by the Department on behalf of the Board and will be paid from the Illinois Health Facilities Planning Fund.
2. The Board will designate signature authority to the Department over the monies designated under the following appropriation code of the Board:

Under this signature authority, the Department may enter into contracts, process vouchers and spend monies on behalf of the Board, in amounts not to exceed \$10,000. However, the \$10,000 signature authority limitation does not apply to the semi-monthly payroll vouchers for payroll expenses related to Board staff.

3. The Board grants the Department access to such documents, records, and files necessary to carry out the shared operational and administrative services under this Agreement.
4. It is understood that and agreed that the terms of any current union contract, any other collective bargaining agreement, or the State of Illinois Personnel Code and its Rules, applicable to any Department employee providing services to the Board, shall remain in force and shall be respected in its entirety by the Board.
5. The Board and its employees will direct any and all inquiries regarding the Department's operational support activities provided to the Board to the Deputy Director of the Department's Office of Policy, Planning and Statistics, or his designee.
6. The Department shall provide office supplies and office equipment, including, but not limited to, desks, files cabinets, chairs and IT equipment to Board employees housed in Department office space until December 31, 2010. Except for items and space previously purchased by the Board, the Board shall reimburse the Department for all costs associated with office supplies, equipment and space. After December 31, 2010, all office supplies, equipment and space not previously purchased with Board funds shall be returned to the Department unless written agreements regarding purchase or rental of the same have been agreed to between the Department and the Board.
7. In the event of termination of this Agreement, the Board shall be responsible for reimbursing the Department upon submission of any invoices, and proof of

claim for services provided under this Agreement and any non-cancelable obligations incurred up to and including the date of termination.

II. Continued Communication and Cooperation

While this Agreement details some of the operational support to be provided by the Department to the Board, the parties recognize that additional details, procedures and processes may need to be developed to fully accomplish the operational support mandated by the Illinois Health Facilities Planning Act. The parties pledge their continued communication and cooperation, such approach being essential to the objectives of the Act. Each party will appoint a liaison to discuss any problems or issues that may arise during the implementation and administration of this Agreement or to develop any additional procedures and processes, as they deem necessary. These representatives shall report any unresolved issues to the Department's Director and the Board's Chairperson as they deem appropriate.

III. Confidentiality:

1. Each party, including its employees, agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other party in the course of carrying out its responsibilities under this Agreement. The receiving party shall presume all information received or to which it gains access pursuant to this Agreement is confidential unless otherwise designated by the disclosing party. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing party, either during the period of this Agreement or thereafter. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving party's possession prior to its acquisition from the disclosing party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving party; or is independently developed by the receiving party without the use or benefit of the disclosing party's confidential information.
2. If a party receives a request from a third party for confidential information furnished by the other party, or if either party is served with a subpoena, court order, or other process requiring production of confidential information or testimony related thereto, the party shall:
 - a. Immediately notify the other party that production is being sought, and afford the other party the opportunity to take whatever action it deems

appropriate to protect the confidential nature and/or privileged nature of the confidential information;

- b. Cooperate fully in preserving and protecting the full scope of all privileges and claims of confidentiality that may apply to such confidential information; and
- c. Notify the third party seeking production of the confidential information that the information belongs to the other party and that requests for the release of such information must be made directly with the other party, pursuant to any applicable law or administrative regulation.

IV. Notices:

All written notices required under this Agreement will be deemed given two (2) business days after being delivered or deposited in the U.S. mail, postage prepaid and addressed to the addresses set forth below (or to such address as the parties may designate in writing), or upon facsimile or hand delivery if receipt is confirmed.

Department: David Carvalho
 Deputy Director
 Illinois Department of Public Health
 122 S. Michigan Avenue
 Chicago, IL

Board: Frank Urso
 General Counsel
 Illinois Health Facilities and Services Review Board
 525 West Jefferson
 Springfield, IL

V. Term:

This Agreement shall be effective from July 1, 2009 until June 30, 2012. This Agreement may be renewed annually upon mutual written consent of the parties. Either party may terminate this Agreement upon sixty (60) days written notice, provided, however, that such termination shall not affect the continuing rights and obligation of either party with respect to confidential information shared pursuant to this Agreement.

VI. Amendments:

This Agreement may be amended upon mutual agreement of both parties. Any amendments shall be subject to interagency discussions and concurrence in writing, thereafter, to be reduced to writing and incorporating this Agreement by reference.

VII. Preservation of Existing Statutory Authority and Obligations:

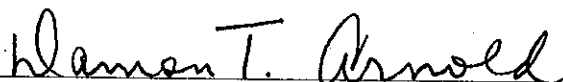
Nothing in this Agreement restricts, enlarges, or otherwise nullifies the respective jurisdiction of the parties. Neither this Agreement, nor its termination, shall affect the rights and obligations of either party under applicable statutes or regulations, nor be deemed an interpretation of such statutes or regulations.

VIII. Entire Agreement:

The User and the Department understand and agree that this agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited or incorporated within this agreement, including prior or oral discussions not referenced in this agreement, shall be binding upon either the User or the Department. This agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the parties, notwithstanding that all of the parties are not signatory to the same counterpart.

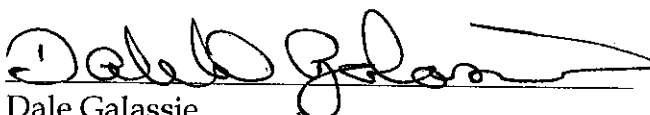
IN WITNESS WHEREOF, each party has hereunto caused this Agreement to be executed by its duly authorized representative:

Illinois Department of Public Health:


Damon T. Arnold, M.D., M.P.H. ~~md~~ MPH
Director

6-29-10
Date

Health Facilities and Services Review Board:


Dale Galassie
Acting Chairperson

6-24-10
Date